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THIS INDENTURE, made March 17.	,19 <u>95</u> ,	between Standard Bank and Trust 1;
Company under provisions of Trust	: //11437 dated 11/10/87	herein referred to as "Grantors",
and M. W. Newton, Brach Assista	nt Vice-President	Of the
Galumet: City. oi Jumet: City. THAT, WHEREAS the Grantors have promise the legal holder of the Loan Agreement but in	illinois, herein referr sed to pay to Associates Finance, nafter described, the sum of THIRY	red to as "Trustoe", witnesself: us eyenete out or youngeness sensitymes in the gels out Inc., herein referred to as "Beneficiary", " Y FOUR THOUSAND FLVE HUNDRED
EOUR AND 18/100thsevidenced by one certain Loan Agreement o		Dollars (\$ 34,504.18), 19
evidenced by one certain Loan Agreement of	the Grantors of even date nerowi	th, made payable to the Beneficiary, and
delivered, in and by which said Loan Agreeme	and the Grantors promise to pay the	a said sum of the Loan Agreement
consecutive monthly installments	1 41 \$ <u>939.13</u>	with the first installment hadingling on it.
\$ 792,19 , followed by	10 Et b. u/a	WITH THE THEST HISTORIES TO THE PARTY OF THE
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of each month thereafter until tully paid. All of	' other holder may. Constime to time	i a in Writing Anhoint (v. 322-autorat) ayar <i>ati</i> t
The principal amount of the Loan Agreeme	ant is \$ 34,504 18 16 2000	The Loan Agreement has a Last The second and an arbitraried
NOW, THEREFORE, the Grantors to se provisions and limitations of this Trust Deed, by the Grantors to be performed, and also in hereby acknowledged, do by these presents the following described Real Estate and all of COUNTY OF COOK	ecure the payment of the said ci, and the performance of the cover consideration of the sum of One D CONVEY and WARRANT unto it their estate, right, title and interest K	bigotion in accordance with the terms, is name and agreements herein contained, we collar in nand paid, the receipt whereof is the Trustoc, its successors and assigns, in the rein, situate, it wing and being in the second contained to the contained to the second contain
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TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents

and profits.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and

- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at anytime in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- 3. Grantors shall kee, all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all princips, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver enewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or peneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior enumericances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary and shall become impress tably due and payeble without notice and with additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any in a accruing to them on account of any default hereunder on the part of Grantors.
- 5. The Trustee or Beneficiary hereby secured making any payment he eby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiring into the accuracy of such bill, statement or estimate or into the velocity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment or the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for allocumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to ditems to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, quarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be that pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mimediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, clalmant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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- B. The proceeds of any foreclosure value of the premises shall be distributed and applied in this following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- epoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver and without regard to the premises or whether the same shall be then occupied as a homestead or not and the Trustee thereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all cother powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such dricine, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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10, in No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in any action at law upon the note hereby secured.

11. Trustee or Boneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose, where the purpose and the purpose and

12. Trustee has no duty to examine the tille, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.

13. Upon presentation of satisfactory evidence that all incabledness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authorily to release this Trust Deed, the lien thereof, by proper instrument.

14. In case of the resignation, inability or refusal to act of Trustee, the Euneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons in liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

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STATE OF ILLINOIS,	The common property of the second of the sec
County of ss.	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
	who personally known to me to be the same person whose name subscribed
	to the foregoing Instrument, appeared before me this day in person and acknowledged that signed and
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TRUST DEED is executed by Standard Bank and Trust Company. individually, but as Trustee under its Trust Number 11437 , in the exercise of the power and authority conferred upon the vested in, it as such trustee (and said Standard Bank and Trust Company hereby warrants that wait possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on Standard Bank and Trust Company, individually, to pay the said principal note or indebtedness accraing hereunder, or to perform any convenanta, either express or implied, herein contained, all such liability, if any being expressly walved by the holder hereof, its successors and assigns, and by every person now or hereafter claiming any right of security hereunder, and that so far as Standard Bank and Company, individually, its successors and assigns, are concerned, the legal holder or holders of said principal note and persons to whom any indebtedness may be due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created, in the manner herein and in said principal note provided; provided, however this waiver shall in no way affect the personal liability of any comakers, co-signers or endorsers.

STATE OF ILLINOIS

95190939

COUNTY OF COOK

oung. I, the undersigned, a Notary Public, in the State, aforesaid, DO HEREBY CERTIFY, that Bridgette W. Scanlan & Francesco Roselli of the STANDARD BANK AND TRUST CO. and of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as AVP & T.O. such and $\underline{\text{VP \& Sr.}}$, T. Despectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as a aforesaid for the and purposes therein set forth; and the said then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as foresaid, for the uses and purposes there set forth.

and notarial seal, this ______ day of GIVEN under my hand 95 .

OFFICIAL SEAL : PATRICIA A. KROLIK Notary Public, State of Illinois 🐉 Hy Commursion Expires 6.14.97 🕟

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美國演者 医抗复数经营运行 STATES MAIN AND RECORDS engeral Colombia